

X-Originating-IP: [65.209.101.19]
Subject: FW:Acton/ACHC: Deed & Plan Research - 28 Willow St & 214 Central St
Date: Wed, 15 Feb 2006 09:29:30 -0500
X-MS-Has-Attach: yes
X-MS-TNEF-Correlator:
Thread-Topic: FW:Acton/ACHC: Deed & Plan Research - 28 Willow St & 214 Central St
Thread-Index: AcYxsGm3NILDi/znQfyY/RDmmuULNAAiwlLw
From: "Stephen D. Anderson" <SAnderson@AndersonKreiger.com>
To: "Clark Cornwell" <cornwell@AndersonKreiger.com>,
"Sarah T. Bayle" <sbayle@AndersonKreiger.com>
Cc: "Corey York" <cyork@acton-ma.gov>,
"Don Johnson" <djohnson@acton-ma.gov>,
"John Murray" <jmurray@acton-ma.gov>,
"Bruce Stamski" <bstamski@acton-ma.gov>,
"Roland Bartl" <rbartl@acton-ma.gov>,
"Nancy Tavernier" <ntavern@comcast.net>

Clark and Sarah:

Please perform the necessary registry research and analysis ASAP to get to the bottom of Corey York's question below. The background is this:

Corey works in the Acton Engineering Department. He is preparing an ANR Plan on 2 lots that the town took for taxes (Parcels 64 & 65 on Town Map F-2B). This property is to be sold and developed for affordable housing purposes. In preparing the ANR Plan, Corey has found an apparent conflict in the lot line between Parcel 65 and Parcel 76 on Town Map F-2B. You need to get to the bottom of this issue to see if there is a real conflict, how it was created, how it may be cured, and how it may affect the Town's title and the extent of its ownership.

Steve

From: Corey York [mailto:cyork@acton-ma.gov]
Sent: Tuesday, February 14, 2006 4:49 PM
To: Stephen D. Anderson
Cc: Don Johnson; John Murray; Bruce Stamski; Roland Bartl
Subject: Deed & Plan Research - 28 Willow St & 214 Central St

Steve: I have been asked by Don Johnson to create an Approval Not Required plan for the two abutting Town owned properties between Willow Street and Central Street in West Acton (Parcels 64 & 65 on Town Map F-2B). While I was researching the deeds and plans I seem to have found a conflict in regards to the lot line between Parcel 65 and Parcel 76 on Town Map F-2B. I was able to trace the deeds of these two properties from web site for the Registry of Deeds and the Town records back to the 1940's. However, these deeds do not resolve the conflict. The metes and bounds descriptions were already created for these lots sometime prior to the deeds that I copied from the 1940's.

I have been asked to forward a request to your office so that someone can research the deeds and plans for these properties at the Registry. We are trying compile enough information in order to resolve the potential conflict in the legal descriptions between these two lots and determine the rightful owner of the triangular strip of land in question as described in the deed for Parcel 76 (206-208 Central St).

Attached herewith are copies of the current deeds and plan that I have obtained for Parcels 65 & 76. I can forward copies of the other deeds and plans that I have researched so far for these properties as well as the other affected properties surrounding the town property. I can be reached at the telephone number listed below to answer any further questions. Thank you in advance for your help with this matter.

Thank You,
Corey York
Engineering Assistant, Town of Acton
472 Main Street
Acton, MA 01720
Cyork@town.acton.ma.us
978-264-9628 telephone
978-264-9630 fax

Wedge Parcel
(Book 3743 Page 345)

LINE DATA

Begin North: 5950.5818 East: 6693.4952
End North: 5955.2504 East: 6695.5193
 Distance: 5.0884 Course: N 23-26-24 E

LINE DATA

Begin North: 5955.2504 East: 6695.5193
End North: 5932.0994 East: 6788.8907
 Distance: 96.1987 Course: S 76-04-29 E

LINE DATA

Begin North: 5932.0994 East: 6788.8907
End North: 5922.5112 East: 6786.0505
 Distance: 10.0000 Course: S 16-30-00 W

LINE DATA

Begin North: 5922.5112 East: 6786.0505
End North: 5950.5818 East: 6693.4952
 Distance: 96.7184 Course: N 73-07-42 W

AutoCAD Land Area Summary:

Area = 724.9662, Perimeter = 208.0056

Wedge Parcel
As described in the Flannery's Deed (Book 30950 Page 458)

LINE DATA

Begin North: 5975.0956 East: 6546.1707
End North: 5979.7642 East: 6548.1949
 Distance: 5.0884 Course: N 23-26-24 E
Select entity (or POints):

LINE DATA

Begin North: 5979.7642 East: 6548.1949
End North: 5947.0251 East: 6638.7261
 Distance: 96.2692 Course: S 70-07-06 E
Select entity (or POints):

LINE DATA

Begin North: 5947.0251 East: 6638.7261
End North: 5975.9663 East: 6543.2999
 Distance: 99.7184 Course: N 73-07-42 W
Select entity (or POints):

AutoCAD Land Area Summary:

Area = 244.4582, Perimeter = 198.0761

Flannery Lot – Town Map F-2B, Parcel 76
Area Calculation based on Deed Lengths
(excluding the wedge parcel)

LINE DATA

Begin North: 5899.2308 East: 6520.6799
End North: 5975.9663 East: 6543.2999
 Distance: 80.0000 Course: N 16-25-28 E

LINE DATA

Begin North: 5975.9663 East: 6543.2999
End North: 5947.0251 East: 6638.7261
 Distance: 99.7184 Course: S 73-07-42 E

LINE DATA

Begin North: 5947.0251 East: 6638.7261
End North: 5860.7313 East: 6613.1647
 Distance: 90.0000 Course: S 16-30-00 W

LINE DATA

Begin North: 5860.7313 East: 6613.1647
End North: 5899.2308 East: 6520.6799
 Distance: 100.1781 Course: N 67-23-56 W

AutoCAD Land Area Summary:

Area = 8471.0990, Perimeter = 369.8966

Flannery Lot – Town Map F-2B, Parcel 76
Area Calculation based on Deed Area

Deed Area = 32.5 rods
 = 8848.125 square feet

X-Originating-IP: [216.20.70.194]
Subject: RE: Acton/ACHC - Willow/Central wedge
Date: Fri, 3 Mar 2006 09:39:18 -0500
X-MS-Has-Attach:
X-MS-TNEF-Correlator:
Thread-Topic: Acton/ACHC - Willow/Central wedge
Thread-Index: AcY5Rojc188mKlhUT7iuubzYr9+NNgAByVWAAV39kqAAAZ7yYA==
From: "Corey York" <cyork@acton-ma.gov>
To: "Stephen Anderson" <sanderson@andersonkreiger.com>,
"Nancy Tavernier" <ntavern@comcast.net>,
"Don Johnson" <djohnson@acton-ma.gov>
Cc: "John Murray" <jmurray@acton-ma.gov>,
"Ryan & Erin Bettez" <bettezfamily@yahoo.com>,
"Bruce Stamski" <bstamski@acton-ma.gov>

I have done some land area calculations of Flannery's lot (Parcel 76 on Town Map F-2B). I have not surveyed their lot so I am basing my calculations on their deed decryption in Book 30950 Page 458.

The land area of the wedge parcel should be about 725 square feet.
(This area is based on my survey and the description from the 1912 Deed Book 3743 Page 345.)

The land area of the Flannery's Lot using the deed distances in Book 30950 Page 458 (excluding the wedge parcel) is about 8,471 square feet.

The land area of the Flannery's Lot using the area mentioned in Deed Book 30950 Page 458 which includes the wedge parcel is about 8,848 square feet.
(The Flannery's Deed describes the wedge parcel with a triangular shape. Their deed does not include the 10 ft distance on Central Street as described in the original 1912 Deed Book 3743 Page 345. The land area of the triangular shape as described in the Flannery's deed Book 30950 Page 458 is about 244 square feet.)

Based on this information, I estimate the total land area for the Flannery Lot to be about 9,196 square feet
(8,471 square feet for the original lot and 725 sq ft for the wedge parcel)

Corey York
Engineering Assistant, Town of Acton
472 Main Street
Acton, MA 01720
Cyork@town.acton.ma.us
978-264-9628 telephone
978-264-9630 fax

-----Original Message-----

From: Stephen Anderson
Sent: Friday, March 03, 2006 8:28 AM
To: Nancy Tavernier; Don Johnson
Cc: John Murray; Ryan & Erin Bettez; Corey York
Subject: RE: Acton/ACHC - Willow/Central wedge

Corey: Have you had a chance to calculate whether conveyance of the traingle to ACHC would cause the Flannerys' lot to become

X-Originating-IP: [204.127.206.163]
X-BLTSYMAVREINSERT: 937dNf/+EEM7iB3PFGq9xFHQYiIA
X-Originating-IP: [65.209.101.19]
Subject: RE: Acton/ACHC: Deed & Plan Research - 28 Willow St & 214 Central St
Date: Thu, 23 Feb 2006 17:18:27 -0500
X-MS-Has-Attach: yes
X-MS-TNEF-Correlator:
Thread-Topic: Acton/ACHC: Deed & Plan Research - 28 Willow St & 214 Central St
Thread-Index: AcYxsGm3NILDi/zNqfyY/RDmmuULNAAiwlLwAARiRmABbydLAA==
From: "Clark Cornwell" <cornwell@AndersonKreiger.com>
To: "Corey York" <cyork@acton-ma.gov>
Cc: "Stephen D. Anderson" <SAnderson@AndersonKreiger.com>,
"Don Johnson" <djohnson@acton-ma.gov>,
"John Murray" <jmurray@acton-ma.gov>,
"Bruce Stamski" <bstamski@acton-ma.gov>,
"Roland Bartl" <rbarl@acton-ma.gov>,
"Nancy Tavernier" <ntavern@comcast.net>,
"Sarah T. Bayle" <sbayle@AndersonKreiger.com>

Corey:

We found the problem. The deed in the Town's chain of title to lot 65 describes that parcel inaccurately by including a wedge shaped parcel of land that is actually a portion of what is now lot 76.

The current deed to Flannery of lot 76 (Book 31111, Page 116) includes the correct common property boundary (the south boundary of lot 65 and the north boundary of lot 76) between lot 65 and lot 76. The last deed in the Town's chain of title to lot 65 incorrectly describes the common boundary. The result is that a wedge shaped portion of what is thought to be a part of lot 65 is actually owned by Flannery, or Flannery's successor, and not the Town. I have sketched the wedged parcel on the attached onsite sewer system site plan.

The original owner of the wedge parcel, Waldo Littlefield, granted the wedge parcel into lot 76's chain of title in 1912 (Book 3743, Page 345). In 1921, Albert Littlefield, succeeding to Waldo in title to the balance of lot 65 (less the wedge parcel previously granted out), granted what is now lot 64 and 65 into the Town's chain of title without a reference to the prior outdeed of the wedge parcel or a precise boundary description. From that point forward all recorded plans and deeds mistakenly fail to exclude the wedge parcel from the description of lot 65.

The relevant deeds and recorded plans are also attached.

In conclusion, the correct property line information should be included in the property boundary survey. Any deed or plan of the property bounded on the south by lot 76 should accurately describe that property to exclude the wedge parcel. Further, the Town should consider that the Title 5 setback for the proposed soil absorption system should be redesigned to accommodate 10 feet from the corrected property line. The site plan also shows a proposed driveway and dwelling which will have to be redesigned to accomadate the corrected property line.

If you have any questions, please let me know.

Sincerely,
Clark

D. Clark Cornwell
ANDERSON & KREIGER LLP
43 Thorndike Street
Cambridge MA 02141-1764
Phone: 617-252-6575
Fax: 617-252-6899
Email to: ccornwell@andersonkreiger.com
www.andersonkreiger.com

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-----Original Message-----

WILLOW STREET
(PUBLIC WAY - VARIABLE WIDTH)

N/F HARRISON
216 CENTRAL STREET
DEED BOOK 25807 PAGE 175

LOT 4
15,334 SQ. FT. +/-

N/F SCAFIDI
30 WILLOW STREET
DEED BOOK 31871 PAGE 463

N/F FLANNERY
206-208 CENTRAL STREET
DEED BOOK 31111 PAGE 116

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN
CONFORMITY WITH THE RULES AND REGULATIONS OF
THE REGISTERS OF DEEDS OF THE COMMONWEALTH
OF MASSACHUSETTS.

DAVID P. ADOT, P.L.S. #20511

REGISTRY PLAN 2221 OF 1953

NOTES:

1. THE SUBJECT PROPERTIES TO BE COMBINED ARE PARCELS 64 & 65 ON SHEET F-28 OF THE ACTON TOWN ATLAS.
2. ZONING DISTRICT: VILLAGE RESIDENTIAL (V-R)
3. GROUNDWATER PROTECTION DISTRICT - ZONE 4
4. FLOOD AREA - ZONE X - OUTSIDE OF THE 500-YEAR FLOOD PLAIN.
5. THE EXISTING PROPERTY MONUMENTATION WAS LOCATED FROM A FIELD SURVEY CONDUCTED BY THE TOWN OF ACTON ENGINEERING DEPARTMENT FROM FEBRUARY 6 - 8, 2006.
6. THE PURPOSE OF THIS PLAN IS TO COMBINE LOT 2 AND LOT 3 FROM REGISTRY PLAN 2221 OF 1953 AND CREATE A NEW LOT (LOT 4) WITH A TOTAL LAND AREA OF 15,334 SQUARE FEET.

SEE THE FOLLOWING DOCUMENTS RECORDED AT THE MIDDLESEX SOUTH DISTRICT
REGISTRY OF DEEDS:

- DEEDS:- BOOK 12870 PG 293 (TOWN ATLAS MAP F-28 PARCELS 64 & 65)
- BOOK 25807 PG 175 (TOWN ATLAS MAP F-28 PARCEL 59)
- BOOK 31871 PG 463 (TOWN ATLAS MAP F-28 PARCEL 75)
- BOOK 31111 PG 116 (TOWN ATLAS MAP F-28 PARCEL 76)
- BOOK 3743 PG 345 (TOWN ATLAS MAP F-28 PARCEL 76)

- PLANS:- BOOK 8188 PG END (2221 OF 1953)
- BOOK 9040 PG 541 (1531 OF 1957)
- BOOK 4730 PG END

SEE ALSO THE FOLLOWING PLANS IN THE TOWN OF ACTON ENGINEERING
DEPARTMENT:

- 1870 LAYOUT OF CENTRAL STREET
(PLAN #H018)

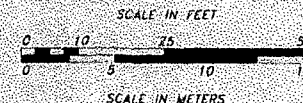
DRAFT

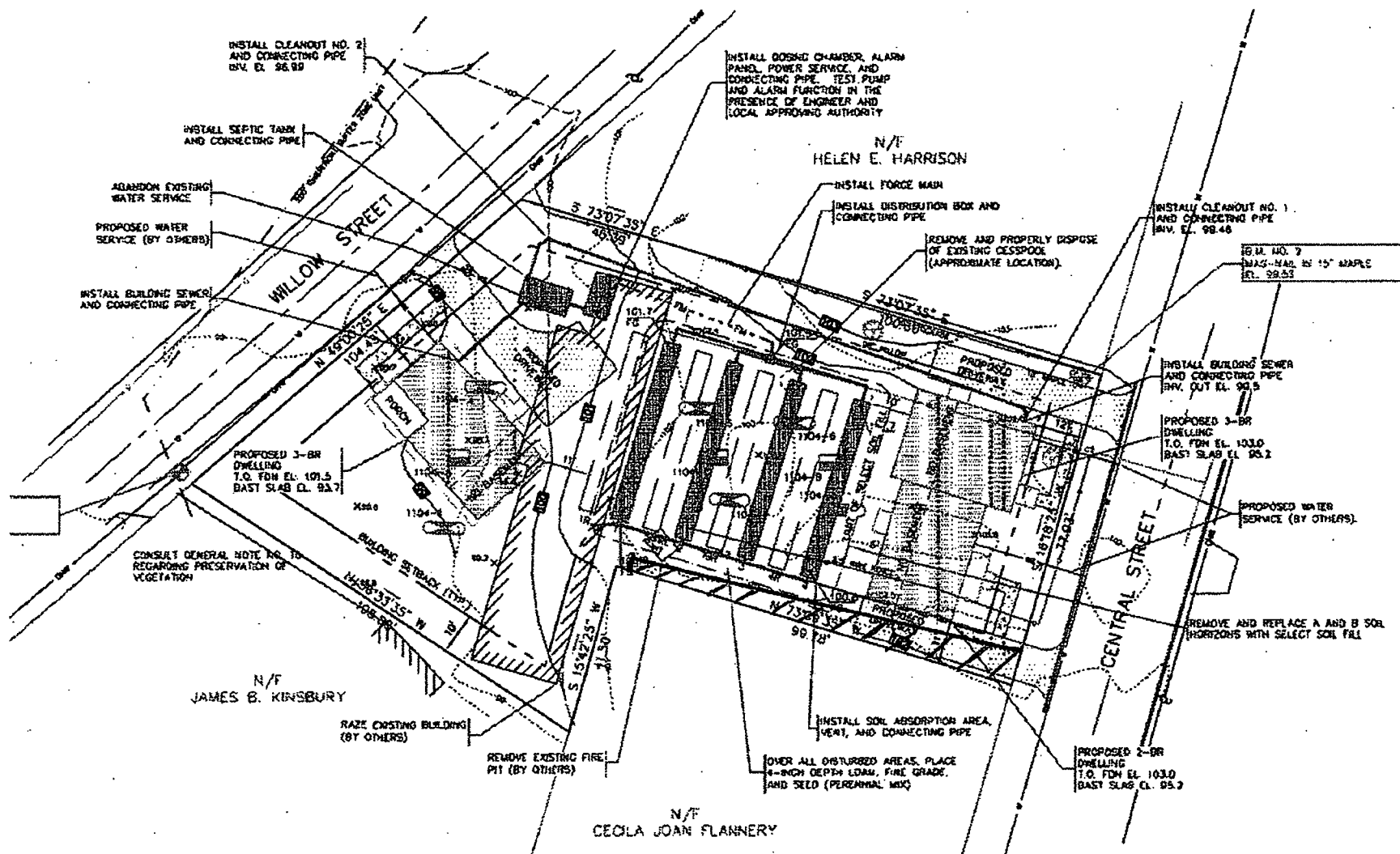
PLAN OF LAND

IN
ACTON, MASSACHUSETTS
(MIDDLESEX COUNTY)
PREPARED FOR THE TOWN OF ACTON
28 WILLOW STREET &
214 CENTRAL STREET

SCALE: 1" = 10' FEBRUARY 14, 2006

PREPARED BY
THE TOWN OF ACTON ENGINEERING DEPARTMENT
472 MAIN STREET ACTON, MA 01720





Acton Community Housing Corporation

Nancy Tavernier, Chairman

TOWN OF ACTON

Acton Town Hall

472 Main Street

Acton, Massachusetts, 01720

Telephone (978) 263-9611

achc@acton-ma.gov

TO: Board of Selectmen
FROM: Nancy Tavernier
SUBJECT: Willow-Central documents for signatures
DATE: May 2, 2007

ACHC and Steve Anderson are in the process of finalizing the conveyance of the Willow-Central property from the Town of Acton to ACHC and our reconveyance to the selected developer Mark O'Hagan. The Closing is scheduled to take place on June 7 at Steve Anderson's office. This is a very exciting time for us but it is not without final waves of red tape.

Attached please find two documents that need the Board's approval and signatures, there will be more documents to sign at your May 21 meeting.

1. Memorandum of Agreement between the Steinberg-Lalli Foundation and the ACHC for a grant of \$100,000 to be expended by ACHC in furtherance of the Willow-Central project. This very generous donation will be used to buy down the selling price of the Acton Housing Authority unit and other project amenities approved by the donor.

2. The easement granted by Cecilia Joan Flannery, of 544 Massachusetts Avenue, Acton, to the ACHC for a driveway, parking and access to the property at 212 Central Street, part of the Willow-Central project. The granting of this easement was vital to the completion of the project. During the planning phase of the project, the Engineering Department discovered 750 square feet of town owned land was actually owned by Mrs. Flannery. ACHC is very grateful to the Flannery Family for allowing this project to proceed and for their support of affordable housing.

Thank you.

Acton Community Housing Corporation

Nancy Tavernier, Chairman

TOWN OF ACTON

Acton Town Hall

472 Main Street

Acton, Massachusetts, 01720

Telephone (978) 263-9611

achc@acton-ma.gov

TO: Christine Joyce
FROM: Nancy Tavernier
SUBJECT: Willow-Central documents for signatures
DATE: May 2, 2007
Cc: Maryjane Kenney, Don Johnson, John Murray

I have submitted two documents for the Willow-Central project, 3 copies of each, to be approved and executed by the Board at the May 7 meeting.

1. Memorandum of Agreement between the Steinberg-Lalli Foundation and the ACHC for a grant of \$100,000

Upon execution, please return one original copy to:

Steve Steinberg
Steinberg-Lalli Foundation
P.O. Box 2350
Acton MA

Put the remaining two originals in the ACHC mailbox or hold them for my return after May 15

2. The easement granted by Cecilia Joan Flannery, of 544 Massachusetts Avenue, Acton, to the ACHC for a driveway, parking and access to the property at 212 Central Street, part of the Willow-Central project.

Upon execution, please send one original copy to Lou Levine.

The Town should retain one original copy in the Willow-Central file in the Town Manager's office

The remaining copy should be put in the ACHC mailbox or held for me after my return May 15

Lou has also requested that the original signed copy of the original easement dated April 6, 2006 be returned to him. I believe Steve Anderson is the only one who has a copy of that. You would need to request Steve send that to Lou. I do not have an original copy.

Thank you.

ANDERSON & KREIGER LLP

Stephen D. Anderson
sanderson@andersonkreiger.com

Direct Dial: 617-621-6510
Direct Fax: 617-621-6610

May 22, 2007

Certified Mail - RRR

Louis N. Levine, Esquire
D'Agostine, Levine, Parra & Netburn, P.C.
268 Main Street
P.O. Box 2223
Acton, MA 01720

RE: Easement from Cecelia Joan Flannery to Acton Community Housing Corporation

Dear Lou:

As you requested in your letter of May 1, 2007, I am returning to you herewith the original fully executed Easement dated April 3, 2006.

Thank you for delivering the updated Easement of June 7, 2007, to the Town. It has now been fully executed, and I have enclosed a copy of the fully executed June 7, 2007 Easement for your file.

I am delivering the original of the June 7, 2007 Easement to Ryan Pace for recording when the Willow Central transaction closes on June 7, 2007. Ryan will provide to you a registry stamped copy of the recorded Easement after the closing. In that context, Ryan's paralegal Deb Andrews is contacting Mrs. Flannery as to an old mortgage which appears of record for which a discharge has not yet been recorded. To avoid any effect on the Easement, Deb is attempting to facilitate the recording of a discharge or an attorney's affidavit as to that mortgage in connection with the upcoming closing. I trust you have no concerns if Deb attempts to work this issue out directly with Mrs. Flannery.

Louis N. Levine, Esquire
May 22, 2007
Page 2

If you have any questions, please call me.

Sincerely,



Stephen D. Anderson

SDA:lb

cc: Nancy Tavernier (by email w/copy of 6/7/07 Easement)
Don P. Johnson (by email w/copy of 6/7/07 Easement)
Ryan D. Pace, Esquire (w/original 6/7/07 Easement)

FIRST AMENDMENT TO MEMORANDUM OF AGREEMENT

This First Amendment to Memorandum of Agreement is made this 14th day of December, 2006, by Cecelia Joan Flannery of 544 Massachusetts Ave., Acton, Massachusetts 01720 (Grantor or "Flannery") and the **Acton Community Housing Corporation**, a Massachusetts nonprofit housing corporation established pursuant to Chapter 143 of the Acts of 1996, with a principal place of business at Acton Town Hall, 472 Main Street, Acton, Massachusetts 01720 (Grantee or "ACHC").

WHEREAS, the Grantor and Grantee entered into a Memorandum of Agreement as of the 3rd day of April, 2006, copy attached.

WHEREAS, the Grantor and Grantee desire to extend the deadline in paragraph 1 of the Memorandum of Agreement.

NOW THEREFORE, for adequate consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee agree as follows:

Paragraph 1 of the Memorandum of Agreement is amended to read as follows: "Upon written request from ACHC made within **eighteen** months after the 2006 Acton Annual Town Meeting has voted to approve Article 29 substantially as set forth above, Flannery shall grant to ACHC an Easement substantially in the form attached hereto as Exhibit A." (Amendment bolded.)

WITNESS the execution hereof under seal the 14th day of December, 2006.

GRANTOR:

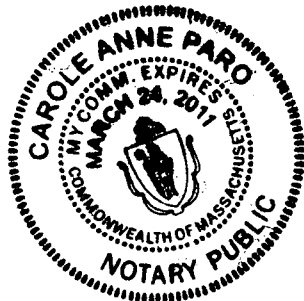
Cecelia Joan Flannery
Cecelia Joan Flannery

COMMONWEALTH OF MASSACHUSETTS)

)ss:

COUNTY OF MIDDLESEX)

On the 14th day of December, 2006, before me, the undersigned Notary Public, personally appeared, Cecelia Joan Flannery, proved to me through satisfactory evidence of identification, which were personal knowledge be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily and for its stated purpose, and as such was authorized to execute this instrument.



Carol Anne Paro
(Official signature and seal of notary)
Notary Public: Carol Anne Paro
My Commission Expires: 3/24/11

GRANTEE:

Nancy Tavernier

Acton Community Housing Corporation

By: Nancy Tavernier

Its: Duly Authorized Chair

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF MIDDLESEX)

)ss:

On the 14 day of Dec, 2006, before me, the undersigned Notary Public, personally appeared, Nancy Tavernier, proved to me through satisfactory evidence of identification, which were Personal known to to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as the authorized official of the Acton Community Housing Corporation and, as such, was authorized to execute this instrument.

Chris M. [Signature]

(Official signature and seal of notary)

Notary Public:

My Commission Expires: Sept 26, 2008

Approval of the Acton Board of Selectmen

Pursuant to Section 2(d) of Chapter 143 of the Acts of 1996, the Acton Board of Selectmen, at a meeting duly called for the purpose on _____, 2006, voted to approve and does hereby approve the prospective acquisition by the Acton Community Housing Corporation of the Easement described herein.

[Signature]
Acton Board of Selectmen,

Walter M. Foster, Chairman

F. Dore' Hunter

[Signature]
Lauren S. Rosenzweig

Peter K. Ashton

[Signature]
Andrew D. Hoyer

Andrew D. Magee

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 18 day of Dec, 2006, before me, the undersigned Notary Public, personally appeared each of the foregoing named members of the Board of Selectmen of the Town of Acton, proved to me through satisfactory evidence of identification, which was: examination of known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the foregoing named members of the Board of Selectmen of the Town of Acton, a municipal corporation.

Chris M. Kyce
(Official signature and seal of notary)

Notary Public: _____

My Commission Expires: Sept 26, 2008

FILE COPY



D'AGOSTINE, LEVINE, PARRA & NETBURN, P.C.

Attorneys at Law

Louis N. Levine
F. Alex Parra
Cathy S. Netburn
Maryann Cash Cassidy

268 Main Street | P.O. Box 2223 | Acton, MA 01720
tel 978.263.7777
fax 978.264.4868

Of Counsel
Julian J. D'Agostine

May 1, 2007

Don P. Johnson, Town Manager
Town of Acton
472 Main Street
Acton, Massachusetts 01720

RE: Willow/Central Street ACHC

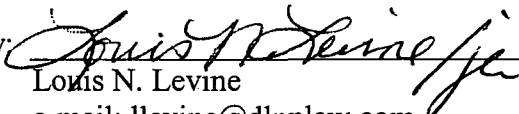
Dear Don:

Enclosed please find revised Easement which Ms. Flannery has executed per Steve and Nancy's request.

After the Board of Selectmen have executed, would you kindly return a fully executed copy together with the original of the prior version of the Easement previously executed by Ms. Flannery.

Very truly yours,

D'AGOSTINE, LEVINE, PARRA & NETBURN, P.C.

By: 
Louis N. Levine
e-mail: llevine@dlpnlaw.com

LNL/jlc

cc: Stephen D. Anderson, Esq. – Via e-mail
Nancy Tavernier – Via e-mail
Client – Via First Class Mail
LetterJohnsonDon

EASEMENT

This Easement is made as of this 7th day of June, 2007, by **Cecelia Joan Flannery**, of 544 Massachusetts Avenue, Acton, Massachusetts 01720 ("Grantor" or "Flannery") and the **Acton Community Housing Corporation**, a Massachusetts nonprofit housing corporation established pursuant to Chapter 143 of the Acts of 1996, with a principal place of business at Acton Town Hall, 472 Main Street, Acton, Massachusetts 01720 ("Grantee" or "ACHC").

WHEREAS, Grantor is the owner of the real property by deed of Edward W. and Cecelia Joan Flannery, dated January 28, 2000 and recorded with the Middlesex County (South District) Registry of Deeds in Book 31111, Page 116 (the "Grantor's Land");

WHEREAS, Grantee is the owner of real property known and numbered as 28 Willow Street and 214 Central Street, Acton, MA, which was taken by the Town of Acton for nonpayment of taxes in Land Court Case Nos. 112320 T.L. and 112319 T.L. (Judgments dated May 4, 1998) and which is being conveyed by the Town of Acton to the Grantee by Deed recorded contemporaneously herewith (the "Grantee's Land"); and

WHEREAS, Grantor and Grantee intend by this document to create easements for driveway, parking and access purposes as set forth herein;

NOW THEREFORE, for one dollar (\$1.00) and other adequate non-monetary consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee and its successors and assigns the perpetual right and easement on, under, over and across Easement Area identified as the "Proposed Access & Utility Easement" (the "Easement Area") as shown on a plan of land entitled "Easement Plan of Land in Acton, Massachusetts, Owned by Cecelia Joan Flannery, 206 Central Street," Scale: 1 inch = 10 feet, dated March 15, 2006, and recorded herewith and to which plan specific reference is made for a more particular description of said Easement Area, to (a) locate, relocate, construct, reconstruct, install, operate, maintain, access on foot or by motor vehicle, inspect, repair, replace, alter, and/or remove a paved driveway and associated drainage and underground utilities, and (b) pass and re-pass by foot and by vehicle for access to and egress from the Grantee's Land and buildings and improvements now or hereafter situated on Grantee's Land to and from the abutting public way. The Grantee shall have the exclusive right to park a vehicle or vehicles on the driveway within the Easement Area and to use the surface of the Easement Area; otherwise, the Grantor reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's reasonable use and enjoyment thereof.

2. This Easement is not intended to permit Grantee or any employees, tenants, guests, or invitees thereof, or any employees, guests, or invitees of such tenants, to enter upon any portion of Grantor's Land other than on the Easement Area created by this Easement.

3. Within one year after the grant of this Easement, the Grantee shall install and thereafter perpetually maintain landscaping within the Easement Area as shown on the "Landscape Plan" shown on the "Proposed Sewage Disposal Plan" prepared by the Town of

Acton Engineering Department for 28 Willow Street & 214 Central Street, dated March 17, 2006 attached hereto as Exhibit A.

4. The terms of this Easement, including but not limited to the rights, privileges, obligations and conditions set forth or referenced herein, shall run with the Grantor's Land and therefore bind the heirs, successors and assigns of Grantor for the benefit of Grantee and any successor owner of Grantee's Land.

5. This Easement shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of this Easement shall be binding upon all the parties having or acquiring any right, title or interest in any of Grantor's Land and shall be for the benefit of each owner and successor owner of Grantee's Land.

WITNESS the execution hereof under seal the 1st day of May, 2007.

GRANTOR:

Cecelia Joan Flannery
Cecelia Joan Flannery

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

)ss:
)

On the 1st day of May, 2007, before me, the undersigned Notary Public, personally appeared, Cecelia Joan Flannery, proved to me through satisfactory evidence of identification, which were MA driver's license, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily and for its stated purpose, and as such was authorized to execute this instrument.



[Signature]
(Official signature and seal of notary)
Notary Public: _____
My Commission Expires: Nov. 13, 2009

GRANTEE:

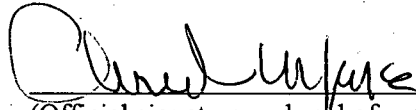
Nancy Tavernier
Acton Community Housing Corporation
By: Nancy Tavernier
Its: Duly Authorized Chair

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX

)ss:
)

On the 2 day of May, 2007, before me, the undersigned Notary Public, personally appeared, Nancy Tavernier, proved to me through satisfactory evidence of identification, which were known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as the authorized official of the Acton Community Housing Corporation and, as such, was authorized to execute this instrument.



(Official signature and seal of notary)

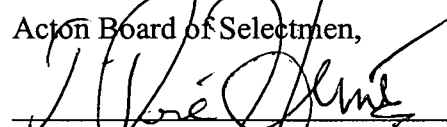
Notary Public: Christina D. O'Connell

My Commission Expires: Sept 26, 08

Approval of the Acton Board of Selectmen

Pursuant to Section 2(d) of Chapter 143 of the Acts of 1996, the Acton Board of Selectmen, at a meeting duly called for the purpose on May 7, 2007, voted to approve and does hereby approve the acquisition by the Acton Community Housing Corporation of the foregoing Easement.

Acton Board of Selectmen,

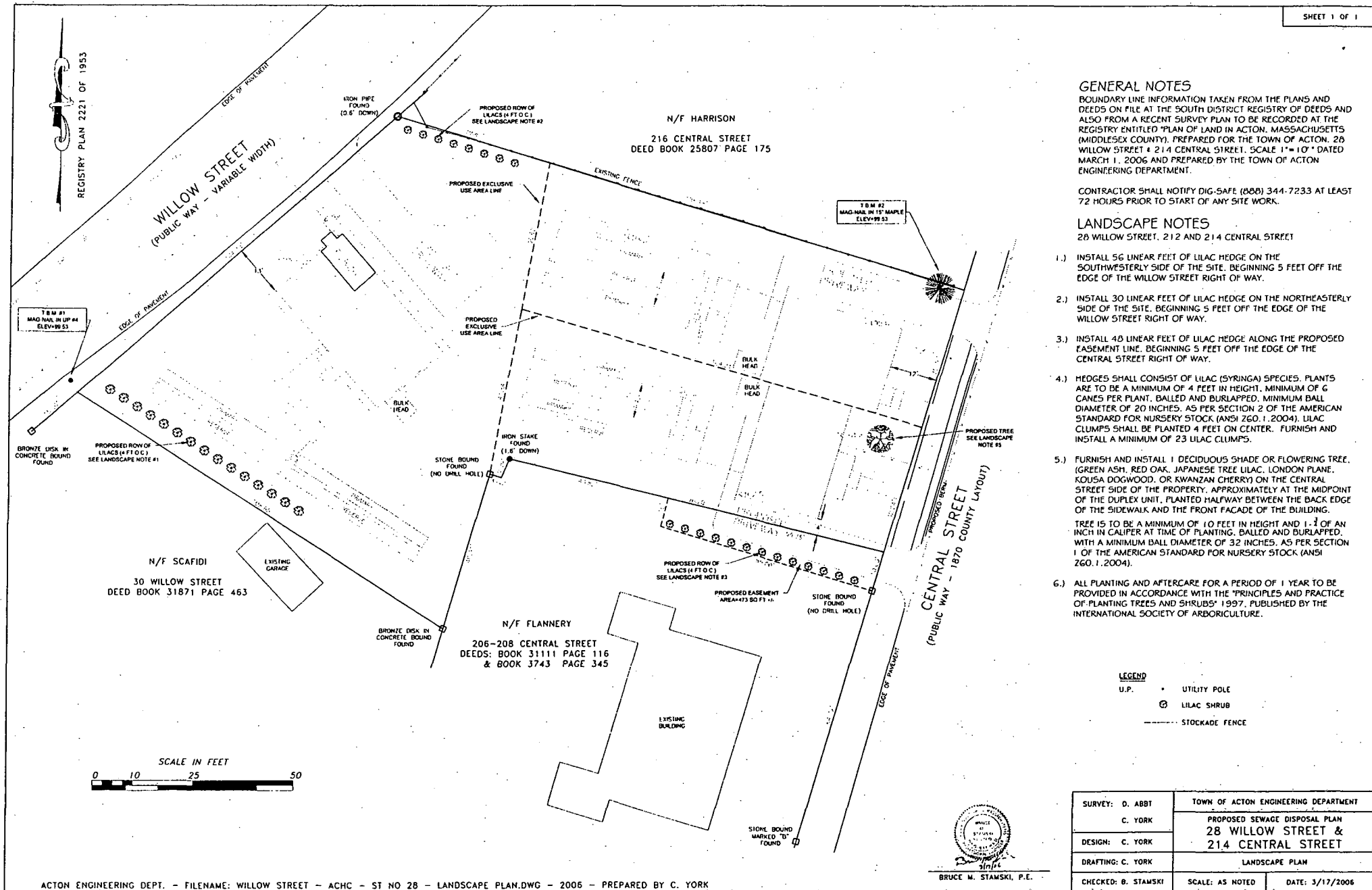

F. Dore Hunter, Chairman
Andrew D. Magee
Lauren S. Rosenzweig
Peter J. Berry
Paulina S. Knibbe

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this 8 day of May, 2007, before me, the undersigned Notary Public, personally appeared each of the foregoing named members of the Board of Selectmen of the Town of Acton, proved to me through satisfactory evidence of identification, which was: examination of

known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the foregoing named members of the Board of Selectmen of the Town of Acton, a municipal corporation.

Christine M. Jones
(Official signature and seal of notary)
Notary Public: Christine M. Jones
My Commission Expires: Sept 21, 08



EASEMENT

This Easement is made as of this 7th day of June, 2007, by **Cecilia Joan Flannery**, of 544 Massachusetts Avenue, Acton, Massachusetts 01720 ("Grantor" or "Flannery") and the **Acton Community Housing Corporation**, a Massachusetts nonprofit housing corporation established pursuant to Chapter 143 of the Acts of 1996, with a principal place of business at Acton Town Hall, 472 Main Street, Acton, Massachusetts 01720 ("Grantee" or "ACHC").

WHEREAS, Grantor is the owner of the real property by deed of Edward W. and Cecilia Joan Flannery, dated January 28, 2000 and recorded with the Middlesex County (South District) Registry of Deeds in Book 31111, Page 116 (the "Grantor's Land");

WHEREAS, Grantee is the owner of real property known and numbered as 28 Willow Street and 214 Central Street, Acton, MA, which was taken by the Town of Acton for nonpayment of taxes in Land Court Case Nos. 112320 T.L. and 112319 T.L. (Judgments dated May 4, 1998) and which is being conveyed by the Town of Acton to the Grantee by Deed recorded contemporaneously herewith (the "Grantee's Land"); and

WHEREAS, Grantor and Grantee intend by this document to create easements for driveway, parking and access purposes as set forth herein;

NOW THEREFORE, for one dollar (\$1.00) and other adequate non-monetary consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Grantee and its successors and assigns the perpetual right and easement on, under, over and across Easement Area identified as the "Proposed Access & Utility Easement" (the "Easement Area") as shown on a plan of land entitled "Easement Plan of Land in Acton, Massachusetts, Owned by Cecilia Joan Flannery, 206 Central Street," Scale: 1 inch = 10 feet, dated March 15, 2006, and recorded herewith and to which plan specific reference is made for a more particular description of said Easement Area, to (a) locate, relocate, construct, reconstruct, install, operate, maintain, access on foot or by motor vehicle, inspect, repair, replace, alter, and/or remove a paved driveway and associated drainage and underground utilities, and (b) pass and re-pass by foot and by vehicle for access to and egress from the Grantee's Land and buildings and improvements now or hereafter situated on Grantee's Land to and from the abutting public way. The Grantee shall have the exclusive right to park a vehicle or vehicles on the driveway within the Easement Area and to use the surface of the Easement Area; otherwise, the Grantor reserves the right to use the Easement Area in a manner that does not interfere with the Grantee's reasonable use and enjoyment thereof.

2. This Easement is not intended to permit Grantee or any employees, tenants, guests, or invitees thereof, or any employees, guests, or invitees of such tenants, to enter upon any portion of Grantor's Land other than on the Easement Area created by this Easement.

3. Within one year after the grant of this Easement, the Grantee shall install and thereafter perpetually maintain landscaping within the Easement Area as shown on the "Landscape Plan" shown on the "Proposed Sewage Disposal Plan" prepared by the Town of

Acton Engineering Department for 28 Willow Street & 214 Central Street, dated March 17, 2006 attached hereto as Exhibit A.

4. The terms of this Easement, including but not limited to the rights, privileges, obligations and conditions set forth or referenced herein, shall run with the Grantor's Land and therefore bind the heirs, successors and assigns of Grantor for the benefit of Grantee and any successor owner of Grantee's Land.

5. This Easement shall be governed by the laws of the Commonwealth of Massachusetts. The provisions of this Easement shall be binding upon all the parties having or acquiring any right, title or interest in any of Grantor's Land and shall be for the benefit of each owner and successor owner of Grantee's Land.

WITNESS the execution hereof under seal the ____ day of _____, 2007.

GRANTOR:

Cecilia Joan Flannery

COMMONWEALTH OF MASSACHUSETTS

_____)ss:
COUNTY OF MIDDLESEX)

On the ____ day of _____, 2007, before me, the undersigned Notary Public, personally appeared, Cecilia Joan Flannery, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily and for its stated purpose, and as such was authorized to execute this instrument.

(Official signature and seal of notary)

Notary Public: _____

My Commission Expires: _____

GRANTEE:

Acton Community Housing Corporation

By: Nancy Tavernier

Its: Duly Authorized Chair

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX)ss:
)

On the ____ day of _____, 2007, before me, the undersigned Notary Public, personally appeared, Nancy Tavernier, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as the authorized official of the Acton Community Housing Corporation and, as such, was authorized to execute this instrument.

(Official signature and seal of notary)

Notary Public: _____

My Commission Expires: _____

Approval of the Acton Board of Selectmen

Pursuant to Section 2(d) of Chapter 143 of the Acts of 1996, the Acton Board of Selectmen, at a meeting duly called for the purpose on _____, 2007, voted to approve and does hereby approve the acquisition by the Acton Community Housing Corporation of the foregoing Easement.

Acton Board of Selectmen,

F. Dore' Hunter, Chairman

Andrew D. Magee

Lauren S. Rosenzweig

Peter J. Berry

Paulina S. Knibbe

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

On this ____ day of _____, 2007, before me, the undersigned Notary Public, personally appeared each of the foregoing named members of the Board of Selectmen of the Town of Acton , proved to me through satisfactory evidence of identification, which was: examination of

_____, to be the person whose name is signed on the preceding document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as the foregoing named members of the Board of Selectmen of the Town of Acton, a municipal corporation.

(Official signature and seal of notary)

Notary Public: _____

My Commission Expires: _____